

K Great Brit. Geo II
Read 5-March 1754 in Lords

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Enacted 27 Geo II. Private Acts, c. 18.



An ACT for Sale of a capital Messuage in Lincoln's-Inn-Fields, in the Parish of Saint Giles in the Fields, in the County of Middlesex, and the Garden-ground and Out-houses thereunto belonging, Part of the Estate of the most Noble Charles late Duke of Somerset, deceased; and vesting the same in Edmund Browne, of Lincoln's-Inn, Esquire, and his Heirs for ever; and for laying out the Purchase-money in Lands and Hereditaments, to be settled to the like Uses, and upon the like Trusts, as the said capital Messuage and Premises are now settled, and subject unto.



Whereas by Indentures of Lease and Release, bearing Date respectively the Eleventh and Twelfth Days of September One thousand Seven hundred and Forty-seven, and made, or mentioned to be made, between the most Noble Charles late Duke of Somerset, of the one Part; and Sir Thomas Bootle, Knight, since deceased, William Rivet, of the Inner-Temple, London, Esquire, Thomas Elder, of Petworth, in the County of Sussex, Esquire, and George James Guidott, of the Inner-Temple aforesaid, Gentleman, of the

other Part; All that capital Messuage or Mansion-house, with the Appurtenances, late in the Possession of Peregrine late Duke of Ancaster and Kesteven, deceased; and all the Out-houses, Edifices, Buildings, Stables, Coach-houses, Yards, Gardens, Courts, and Hereditaments, thereunto belonging, situate and being in the Parish of Saint Giles in the Fields, in the County of Middlesex, in or near the Place there called Great Lincoln's-Inn-Fields; and all that Piece or Parcel of Ground lying in Great Lincoln's-Inn-Fields aforesaid, containing an Eighth Part of the same Fields, or thereabouts, be the same more or less; which said capital Messuage or Mansion-house, and Premises, were lately purchased by the said Charles Duke of Somerset, under a Decree of the High Court of Chancery made the Fifth Day of June in the Year of our Lord One thousand Seven hundred and Forty-four, of and from the most Noble Peregrine now Duke of Ancaster and Kesteven, and others deriving Title under the said Peregrine late Duke of Ancaster and Kesteven, with the Rights, Members, and Appurtenances, thereof, were limited, settled, and assured, by the said Charles late Duke of Somerset, to the several Uses, and upon the Trusts, and for the several Intents and Purposes, in the said Indenture of Release mentioned and declared of and concerning the same; that is to say, to the Use and Behoof of him the said Charles Duke of Somerset,

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Somerset, during the Term of his natural Life ; Remainder to the Use of the said Sir *Thomas Bootle*, *William Rivet*, *Thomas Elder*, and *George James Guidott*, and their Heirs, during the Life of the said *Charles Duke of Somerset*, in Trust, to preserve the contingent Remainders ; and after the Decease of the said *Charles Duke of Somerset*, to the Use of the Right Honourable the Lady *Frances Seymour*, now called *Frances Marchioness of Granby*, Wife of the Right Honourable *John Manners*, Esquire, commonly called Marquis of *Granby*, Son, and Heir apparent, of the most Noble *John Duke of Rutland*, and of the Right Honourable the Lady *Charlotte Seymour*, now called Lady *Charlotte Guernsey*, Wife of the Right Honourable *Heneage Finch*, Esquire, commonly called Lord *Guernsey*, Son, and Heir apparent, of the Right Honourable *Heneage Earl of Aylesford*, Daughters of the said *Charles late Duke of Somerset*, by the most Noble *Charlotte Dutches of Somerset* his then Wife, and now Widow, and their Assigns, for and during their natural Lives, equally to be divided between them, Share and Share alike, as Tenants in common ; and from and after the Determination of their Estates, or the Estate of either of them, to the Use and Behoof of the said Sir *Thomas Bootle*, *William Rivet*, *Thomas Elder*, and *George James Guidott*, and their Heirs, during the Life or Lives of her or them the said *Frances Marchioness of Granby* and Lady *Charlotte Guernsey*, whose Estate should be so determined, upon Trust, to preserve the contingent Remainders ; and after the Death of either of them the said *Frances Marchioness of Granby* and Lady *Charlotte Guernsey*, which should first happen, then, as to the Moiety or Share of and in the said capital Messuage or Mansion-house, Ground, and other the Premises, therein before-mentioned, of her so first of all dying, to the Use of the First and every other Son of the Body of her so first dying, as aforesaid, to be begotten successively in Tail Male, with Remainder to all and every the Daughter and Daughters of the Body of her so first dying, as aforesaid, to be begotten, as Tenants in common, in Tail General, with Limitations, upon the Death and Failure of Issue of any such Daughter or Daughters, to the remaining Daughter or Daughters, in Tail General, by way of Cross-Remainders ; and, from and after the Death of the Survivor of them the said *Frances Marchioness of Granby* and Lady *Charlotte Guernsey*, then, as to the other Moiety or Share of and in the said capital Messuage or Mansion-house, Ground and Premises, of such Survivor, to the Use of the First and every other Son of the Body of such Survivor, to be begotten successively, in Tail Male, with Remainder to all and every the Daughter and Daughters of the Survivor of them the said *Frances Marchioness of Granby* and Lady *Charlotte Guernsey*, to be begotten, as Tenants in common, in Tail General, with Limitations, upon the Death and Failure of Issue of any such Daughter or Daughters, to the remaining Daughter and Daughters, in Tail General, by way of Cross-Remainders : And it was thereby limited and declared, That if either of them the said *Frances Marchioness of Granby* and Lady *Charlotte Guernsey* should happen to die without such Issue of her Body lawfully begotten, as aforesaid, then the said Sir *Thomas Bootle*, *William Rivet*, *Thomas Elder*, and *George James Guidott*, and their Heirs, should stand seized of the Moiety or Share of and in the said capital Messuage or Mansion-house, Ground and Premises, belonging to her so dying without Issue, as aforesaid, to the Use of the Survivor of them the said *Frances Marchioness of Granby* and Lady *Charlotte Guernsey*, for the Term of her natural Life ; and, after the Determination of that Estate, to the Use of the said Sir *Thomas Bootle*, *William Rivet*, *Thomas Elder*, and *George James Guidott*, and their Heirs, during the natural Life of such Survivor, upon Trust, to preserve the contingent Uses and Remainders therein after limited ; and, after the Death of such Survivor, then, as to the last-mentioned Moiety or Share of and in the said capital Messuage or Mansion-house, Ground and Premises, to the Use of the First and every other Son of the Body of such Survivor, to be begotten successively, in Tail Male, with Remainder to all and every the Daughter and Daughters of the Body of such Survivor lawfully to be begotten, as Tenants in common, in Tail

Tail General, with like Limitations to her and them in Tail General, by
 ay of Cross-Remainders: And thereby it was also limited and declared, that in
 it should happen, that the said *Frances Marchoness of Granby* and Lady
Charlotte Guernsey should both die without Issue of their Bodies, or of the Body of
 one of them, as aforesaid, then, and in such case, the said Sir *Thomas Bootle*,
William Rivet, *Thomas Elder*, and *George James Guidott*, and their Heirs, should
 and be seised of and in the said capital Messuage or Mansion-house, and
 ground, and all and singular other the Premises, therein before mentioned, with
 their and every of their Appurtenances, to the Use of the Right Honourable
Charles now Earl of *Egremont*, then Sir *Charles Wyndham*, Baronet, eldest Son of
William Wyndham, Baronet, deceased, by the Lady *Catharine Wyndham* his late
 Wife, also deceased, who was another Daughter of the said *Charles* late Duke of
Somerset, and his Assigns, during the natural Life of the said *Charles* Earl of *Egremont*;
 and, after the Determination of that Estate, to the Use of the said Sir *Thomas*
Bootle, *William Rivet*, *Thomas Elder*, and *George James Guidott*, and their Heirs,
 during the natural Life of him the said *Charles* Earl of *Egremont*, upon Trust, to
 preserve the contingent Uses and Remainders; and, after the Decease of the said
Charles Earl of *Egremont*, to the Use of the First and every other Son of the
 Body of the said *Charles* Earl of *Egremont*, to be begotten successively, in Tail
 Male, with Remainder to *Percy Wyndham O Brien*, Esquire, youngest Son of the
 said Sir *William Wyndham*, by the said Lady *Catharine* his Wife, and his Assigns,
 and during the Term of his natural Life; and, after the Determination of
 that Estate, to the Use of the said Sir *Thomas Bootle*, *William Rivet*, *Thomas Elder*,
 and *George James Guidott*, and their Heirs, during the natural Life of the said
Percy Wyndham O Brien, upon Trust, to preserve the contingent Remainders;
 and, from and after the Decease of the said *Percy Wyndham O Brien*, to the Use
 of the First and every other Son of the Body of him the said *Percy Wyndham*
O Brien, to be begotten successively, in Tail Male; with Remainder to the Use of
 the Honourable *Elizabeth Grenville*, now Wife of the Right Honourable *George*
Grenville, Esquire, One of the Lords Commissioners for executing the Office of
 High Treasurer of Great Britain, then *Elizabeth Wyndham*, Spinster, Sister
 of the said *Charles* Earl of *Egremont* and *Percy Wyndham O Brien*, and of her
 Heirs and Assigns for ever: In which said Indenture of Release is contained a
 Proviso, whereby it was provided, That, from and after the Decease of the said
Charles Duke of *Somerset*, it should and might be lawful to and for all and every
 Person and Persons, who, for the Time being, should be in the actual Possession
 of the said capital Messuage or Mansion-house, Ground, Buildings, Heredita-
 ments, and Premises, therein before-mentioned, and intended to be thereby re-
 leased, by virtue of the Limitations aforesaid, or any of them, to make Leases
 of Possession of all or any Part of the said capital Messuage or Mansion-house,
 Ground, Buildings, Hereditaments, and Premises, whereof he, she, or they,
 might be in Possession, for any Term, not exceeding Twenty-one Years, re-
 serving the highest and utmost reserved Rent that could be got for the same,
 without taking any Sum or Sums of Money, by way of Fine, of, for, or upon,
 such Lease or Leases, with usual Covenants, Provisoes, and Conditions, in such
 Leases to be contained; and also another Proviso, whereby the said *Charles* Duke
Somerset was enabled, from time to time, and at all times, or at any time, there-
 after, by any Deed or Writing sealed and delivered by him in the Presence of
 two or more credible Witnesses, or by his last Will, in Writing, by him duly
 published, under his Hand and Seal, in the Presence of Two or more credible
 Witnesses, to alter, change, enlarge, revoke, determine, or make void, all
 and every, or any, the Use or Uses, Estate or Estates, Limitations or Purposes,
 therein before expressed, limited, declared, or appointed, of, for, in, or con-
 cerning, the same capital Messuage or Mansion-house, Ground, Buildings,
 Hereditaments, and Premises, or any Part or Parcel thereof, to create, declare,
 or appoint, any other Use or Uses, Limitations, Estate or Estates,
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with or without Power of Revocation, as he the said *Charles Duke of Somerset* should think fit:

And whereas the said *Charles Duke of Somerset* afterwards duly made published his last Will and Testament, in Writing, bearing Date the Fifth Day of *July* in the Year of our Lord One thousand Seven hundred and Forty-eight; whereby, after taking Notice of the said recited Indentures of Lease and Release herein before mentioned and recited, did ratify and confirm the same, and all Limitations, Uses, Trusts, Conditions, Matters, and Things, therein contained and did thereby also will, devise, declare, and desire, that the said capital Messuage or Mansion-house, and Premises in the said Settlement specified, should be held and enjoyed according to the Purport, true Intent, and Meaning, thereof. And the said *Charles Duke of Somerset* departed this Life without revoking or altering the said Settlement and Will, or either of them, or any Part of them, or any other of them:

And whereas the said *Frances Marchioness of Granby*, previous to her Marriage with the said *John Marquis of Granby*, by Indenture of Seven Parts bearing Date the Fifteenth Day of *June* One thousand Seven hundred and Forty-eight, and made, or mentioned to be made, between the said *John Duke of Rutland*, the First Part; the said *Marquis of Granby*, of the Second Part; the most Noble *John Duke of Bedford*, Knight of the most Noble Order of the Garter, the most Noble *William Duke of Devonshire*, Knight of the most Noble Order of the Garter, the Honourable *Richard Arundell*, of *Allerton-Maleverer*, in the County of *York*, Esquire, the Honourable *William Leveson Gower*, of the Parish of *Saint George Hanover-Square*, in the County of *Middlesex*, Esquire, the Right Honourable *Robert Sutton*, Esquire, commonly called Lord *Robert Sutton*, and the Right Honourable *George Manners*, Esquire, commonly called Lord *George Manners*, who the said Lord *Robert Sutton* and Lord *George Manners* are therein mentioned to be Two younger Sons of the said *John Duke of Rutland*, of the Third Part; the said *Frances Marchioness of Granby*, by the Name and Description of the Lady *Frances Seymour*, one of the Daughters of the said *Charles late Duke of Somerset*, of the Fourth Part; the Right Honourable *John Earl of Granville*, Knight of the most Noble Order of the Garter, and One of the Lords of his Majesty's most Honourable Privy-Council, the Right Honourable *Hugh Earl of Northumberland*, the Right Honourable *Henry Pelham*, Esquire, Chancellor and Under-treasurer of his Majesty's Court of Exchequer, and One of the Lords Commissioners for executing the Office of Lord High Treasurer of *Great Britain*, and the said *Heneage Le Guernsey*, of the Fifth Part; the Right Honourable *Charles Cavendish*, Esquire, commonly called Lord *Charles Cavendish*, Brother of the said *William Duke of Devonshire*, and Sir *Clement Dormer Cotterell*, of the Parish of *Saint George Hanover-Square*, and County of *Middlesex* aforesaid, Knight, of the Sixth Part; and the Right Honourable *Daniel Earl of Winchelsea and Nottingham*, One of the Lords of his Majesty's most Honourable Privy-Council, the Right Honourable *William Manners*, Esquire, commonly called Lord *William Manners*, Brother of the said *John Duke of Rutland*, the Right Honourable *John Lord Viscount Galway*, of the Kingdom of *Ireland*, and the Honourable *William Murray*, Esquire, his Majesty's Solicitor-General, of the Seventh Part; after reciting the Indentures of Lease and Release herein first recited, and the said Will of the said *Charles Duke of Somerset*; and that a Marriage was then shortly intended to be had and solemnized between the said *John Marquis of Granby*, and the said Lady *Frances Seymour*, now Marchioness of *Granby*, his now Wife; and that, on the Treaty of Marriage, it was agreed, amongst divers other Things, that her undivided Moiety or Share of and in the Manors, Advowsons, Messuages, Farms, Lands, Rents, Tenements, and Hereditaments, in the Counties of *Cambridge*, *Suffolk*, *Norfolk*, *Essex*, and in the Parishes of *Saint Martin in the Fields*, and *Saint Giles in the Fields*,

the said County of *Middlesex* (whereof her undivided Moiety, of and in the capital Messuage or Mansion-house herein after-mentioned, was and is Part and Parcel), should be vested in Trustees, so as to be settled and assured, to and for the sole, separate, and peculiar, Use of the said *Frances* now Marchioness of *Granby*, during the intended Coverture; it is, amongst divers other Things, witnessed, That, for the several Considerations therein mentioned, and in pursuance of the Agreements so entered into upon the said Marriage-treaty, she the said *Frances* now Marchioness of *Granby* did, by and with the Consent and Approbation of the said *John* Marquis of *Granby* her then intended Husband, testified as therein is mentioned, grant, demise, bargain, sell, and to farm-lett, unto the said *Daniel* Earl of *Winchelsea* and *Nottingham*, and *William Murray*, their Executors, Administrators, and Assigns, (amongst divers Manors, Messuages, Lands, and Premises, therein particularly described), all that undivided Moiety or Half-part, the Whole into Two equal Parts to be divided, of her the said *Frances* now Marchioness of *Granby*, of and in the aforesaid capital Messuage or Mansion-house, with the Appurtenances, late in the Possession of *Peregrine* late Duke of *Ancafter* and *Kesteven*, deceased, and of and in all the Outhouses, Edifices, Buildings, Stables, Coach-houses, Yards, Gardens, Courts, and Hereditaments, thereunto belonging, situate and being in the Parish of *Saint Giles in the Fields*, in the said County of *Middlesex*, in or near the Place there called *Great Lincoln's-Inn-Fields*, and of and in all that the aforesaid Piece or Parcel of Ground lying in *Great Lincoln's-Inn-Fields* aforesaid, containing an Eighth Part of the same Fields, or thereabouts, to hold unto the said *Daniel* Earl of *Winchelsea* and *Nottingham*, and *William Murray*, their Executors, Administrators, and Assigns, from the Day next before the Date thereof, for and during, and unto the full End and Term of Ninety-six Years, fully to be complete and ended, if the said *John* Marquis of *Granby*, and *Frances* now Marchioness of *Granby*, should jointly so long live, subject to the Covenants and Agreements contained in an Indenture, bearing Date the Sixth Day of *June* then instant, upon the several Trusts therein mentioned, that is to say, upon Trust, after the Solemnization of the said intended Marriage, to pay the Rents, Issues, and Profits, of the said Premises, amongst other Things, unto such Person or Persons, and for such Intents and Purposes, as the said *Frances* now Marchioness of *Granby* alone should, from time to time, by any Note or Writing under her Hand, notwithstanding her then intended Coverture, direct or appoint; and, if no Appointment, then into the proper Hands of the said *Frances* now Marchioness of *Granby*, to and for her sole, separate, and peculiar, Use, exclusive of her intended Husband, and not to be in any-wise subject to his Debts or Controul, and her Receipts alone, or the Receipt or Receipts of such Person or Persons whom she should so appoint to receive the same, to be their proper Discharge:

And whereas by Indenture of Five Parts, bearing Date the Twentieth Day of *July* One thousand Seven hundred and Fifty, and made, or mentioned to be made, between the said *Frances*, now Marchioness of *Granby*, of the First Part; the said Lady *Charlotte Guernsey*, of the Second Part; the said *John* Marquis of *Granby*, of the Third Part; the said *Heneage* Lord *Guernsey*, of the Fourth Part; and the said *Charles* Earl of *Egremont*, *Percy Wyndham O'Brien*, *George Grenville*, and *Elizabeth* his Wife, and Sir *Thomas Bootle*, of the Fifth Part; after reciting the said Indentures of Lease and Release, of the Eleventh and Twelfth Days of *September* One thousand Seven hundred and Forty-seven, and the said Will of the said *Charles* late Duke of *Somerset*, and taking Notice of the Marriage then intended between the said *John* Marquis of *Granby*, and *Frances* now Marchioness of *Granby*, and between the said *Heneage* Lord *Guernsey*, and Lady *Charlotte Guernsey*, she the said *Frances*, now Marchioness of *Granby*, did, with the Privy and Consent of the said *John* Marquis of *Granby* her intended Husband, grant and demise unto the said *Charles* Earl of *Egremont*, *Percy Wyndham O'Brien*, *Elizabeth Grenville*, and Sir *Thomas Bootle*, her undivided Moiety, or Half-part, of and in several Ma-

nors, Messuages, Lands, Tenements, and Hereditaments, in the Counties of *Cambridge, Norfolk, Suffolk, and Essex*, and in the said Parish of *Saint Martin in the Fields*, in the said County of *Middlesex*, therein mentioned; and also all her undivided Moiety of and in the said capital Messuage, or Mansion-house, and Premises, in the said Parish of *Saint Giles in the Fields*, in the said County of *Middlesex*, for the Term of Ninety-nine Years, to be computed from the Feast of the Annunciation of the Blessed Virgin Mary then last past, if she the said *Frances* now Marchioness of *Granby* should so long live, in Trust, out of the Rents of the thereby granted and demised Premises, and by and out of the Arrears of Rent in and by the same Indenture assigned by the said *Frances* now Marchioness of *Granby* unto the said *Charles* Earl of *Egremont*, *Percy Wyndham O'Brien*, *Elizabeth Grenville*, and *Sir Thomas Bootle*, to raise, pay, and satisfy, the respective Sums of One thousand Four hundred and Seventy-two Pounds Twelve Shillings and Nine Pence, Three thousand Seven hundred and Forty-one Pounds Thirteen Shillings and Seven Pence, and Two thousand Pounds, with Interest, to and for the Purposes therein expressed; and by the same Indenture, of Five Parts, the said *Heneage* Lord *Guernsey* did covenant, that, if the Marriage, which is therein mentioned to be then intended, between him and the said Lady *Charlotte Guernsey*, should take Effect, he would, immediately after the Solemnization thereof, grant and demise unto the said *Charles* Earl of *Egremont*, *Percy Wyndham O'Brien*, *Elizabeth Grenville*, and *Sir Thomas Bootle*, or the Survivors or Survivor of them, or the Executors or Administrators of the Survivor of them, her the said Lady *Charlotte Guernsey*'s undivided Moiety of the said Manors, Messuages, Lands, Tenements, and Hereditaments, in the said Counties of *Cambridge, Norfolk, Suffolk, and Essex*, and in the said Parishes of *Saint Martin in the Fields*, and *Saint Giles in the Fields*, in the said County of *Middlesex*, for the Term of Ninety-nine Years, if the said *Heneage* Lord *Guernsey*, and Lady *Charlotte Guernsey*, should so long live, in Trust, by and out of the Rents thereof, and also by and out of the Arrears of Rent, therein and thereby also covenanted and agreed to be assigned by him the said *Heneage* Lord *Guernsey*, in manner therein mentioned, to pay unto the said Lady *Charlotte Guernsey*, the clear yearly Sum of Six hundred Pounds for her separate Use; and, after Payment thereof, to raise, pay, and satisfy, the respective Sums of One thousand Four hundred and Seventy-two Pounds Twelve Shillings and Nine Pence, Two thousand Pounds, and Two thousand Seven hundred and Sixty-five Pounds Fifteen Shillings and Six Pence Three Farthings, and Interest, for the Purposes therein also mentioned and expressed touching the same:

And whereas by Indenture of Eight Parts, bearing Date the Thirty-first Day of *August* One thousand Seven hundred and Fifty, and made, or mentioned to be made, between the said *Heneage* Earl of *Aylesford*, of the First Part; the said *Heneage* Lord *Guernsey*, of the Second Part; the said Lady *Charlotte Guernsey*, by her then Name and Addition of Lady *Charlotte Seymour*, of the Third Part; the said *Hugh* Earl of *Northumberland*, and *Charles Jennens*, of *Gopsal*, in the County of *Leicester*, Esquire, of the Fourth Part; the said *Daniel* Earl of *Windsor*, of *Windsor*, and *Nottingham*, and the said *William Murray*, of the Fifth Part; the said *John* Marquis of *Granby*, and *William Howard*, Esquire, commonly called Lord Viscount *Andover*, of the Sixth Part; the Honourable *Sir William Courtenay*, of *Powderham-Castle*, in the County of *Devon*, Baronet, and the said *Sir Clement Dormer Cotterell*, of the Seventh Part; and the Honourable *Heneage Legge*, Esquire, One of the Barons of his Majesty's Court of Exchequer at *Westminster*, and *Randall Wilbraham*, of *Lincoln's-Inn*, in the said County of *Middlesex*, Esquire, of the Eighth Part; after taking Notice of the said recited Indentures of Lease and Release, dated the Eleventh and Twelfth Days of *September* One thousand Seven hundred and Forty-seven; and the Will of the said *Charles* Duke of *Somerset*, under and by virtue of which the several Estates, or Parts or Shares of Estates, in the several Counties therein mentioned, and also of the said Premises situate in the Parish

Parish of *Saint Giles in the Fields*, in the County of *Middlesex*, stood limited in Use to the said Lady *Charlotte* for her Life; Remainder to her First, Second, and other, Sons, in Tail Male, with divers Remainders over; and after taking Notice of the Agreement of the said *Daniel* Earl of *Winchelsea*, Uncle of the said Lady *Charlotte Guernsey*, and other her Friends and Relations, on the Treaty made on the said intended Marriage, whereby, amongst divers Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, or Parts or Shares of Manors, Messuages, Lands, Tenements, Hereditaments, and Premises, in the several Counties therein for that Purpose particularly mentioned, the said Lady *Charlotte Guernsey's* undivided Moiety of the said Premises in the Parish of *Saint Giles in the Fields*, in the said County of *Middlesex*, was intended to be vested in Trustees, for the sole, separate, and peculiar, Use of the said Lady *Charlotte Guernsey*; but that, by reason of her then Minority, being then but of the Age of Twenty Years, the said Lady *Charlotte* could not by Law assign or demise her undivided Moiety of and in the Lands and Premises in the said County of *Middlesex*; amongst divers others; it was agreed, That, in case the said Marriage took Effect, the said *Heneage* Lord *Guernsey* should, immediately after the Solemnization thereof, by such Demise as Counsel should advise, demise such undivided Moiety of the Premises, amongst other Things, in the said County of *Middlesex*, during the said intended Coverture, upon such Trusts as were agreed upon by such Marriage-Treaty; it is witnessed, by the said Indenture of Eight Parts, amongst other Things, That, in pursuance of the said Agreement, made on the said Marriage-Treaty, and, for the Considerations therein mentioned, he the said *Heneage* Lord *Guernsey* did covenant and agree, to and with the said *Daniel* Earl of *Winchelsea* and *Nottingham*, and *William Murray*, That, if the said intended Marriage should take Effect, he the said *Heneage* Lord *Guernsey* should and would, immediately after the Solemnization thereof, grant, demise, bargain, and sell, to them the said *Daniel* Earl of *Winchelsea* and *Nottingham*, and *William Murray*, their Executors, Administrators, and Assigns, amongst divers other Manors, Messuages, Lands, Tenements, and Hereditaments, or Parts or Shares of Manors, Messuages, Lands, Tenements, and Hereditaments, therein mentioned, all that the said undivided Moiety, or Half-part, the Whole into Two equal Parts to be divided, of her the said Lady *Charlotte Guernsey*, of and in all that capital Messuage, or Mansion-house, with the Appurtenances, late in the Possession of *Peregrine* late Duke of *Ancaster* and *Kesteven*, deceased; and of and in all the Outhouses, Edifices, Buildings, Stables, Coach-houses, Yards, Gardens, Courts, and Hereditaments, thereunto belonging, situate and being, in the Parish of *Saint Giles in the Fields*, in the County of *Middlesex*, in or near the Place there called *Great Lincoln's-Inn-Fields*, and of and in all that Piece or Parcel of Ground lying in *Great Lincoln's-Inn-Fields* afore said, containing an Eighth Part of the same Fields, or thereabouts, with their and every of their Rights, Members, and Appurtenances, to hold unto them the said *Daniel* Earl of *Winchelsea* and *Nottingham*, and *William Murray*, their Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, if the said *Heneage* Lord *Guernsey*, and Lady *Charlotte Guernsey*, should so long live, subject to such Covenants, as were then to be entered into, for the Indemnity of *Charlotte* Duchess Dowager of *Somerset*, *Elizabeth Grenville*, and *Henry Williams*, upon the Trusts following; that is to say, Upon Trust, from time to time, during the said Term, to pay the Rents, Issues, and Profits, of the said Moiety, unto such Person or Persons, and for such Intents and Purposes, as the said Lady *Charlotte Guernsey* alone, as well during as after her Minority, should, from time to time, by any Note or Writing under her Hand, notwithstanding her Coverture, direct or appoint; and, as and when there should be no Direction or Appointment, then to pay all such Rents and Profits into the proper Hands of her the said Lady *Charlotte Guernsey*, to and for her sole, separate, and peculiar, Use, exclusive of her then intended Husband:

And

And whereas by an Instrument or Writing, dated the Eighth Day of *October* One thousand Seven hundred and Fifty, and indorsed upon the said Indenture of Five Parts, of the said Twentieth Day of *July* One thousand Seven hundred and Fifty, after reciting, That the Marriage between the said *Heneage* Lord *Guernsey*, and Lady *Charlotte* his now Wife, had been solemnized, the said *Heneage* Lord *Guernsey*, for the Considerations therein mentioned, did, with the Privy and Consent of the said Lady *Charlotte* *Guernsey*, grant and demise all and singular the said undivided Moieties of her the said Lady *Charlotte* *Guernsey*, of and in the said Manors, Hereditaments, and Premises, in the said Counties of *Cambridge*, *Norfolk*, *Suffolk*, and *Essex*, and in the said Parishes of *Saint Martin in the Fields*, and *Saint Giles in the Fields*, in the said County of *Middlesex*, unto the said *Charles* Earl of *Egremont*, *Percy Wyndham O'Brien*, *Elizabeth* *Grenville*, and Sir *Thomas* *Booth*, their Executors, Administrators, and Assigns, for and during the full End and Term of Ninety-eight Years, if the said *Heneage* Lord *Guernsey*, and Lady *Charlotte* *Guernsey* his Wife, should jointly so long happen to live, upon the several Trusts, and to and for the several Ends, Intents, and Purposes, in and by the said Indenture of Five Parts expressed and declared touching the same:

And whereas by One other Instrument or Writing, bearing Date the said Eighth Day of *October* One thousand Seven hundred and Fifty, and indorsed on the said Indenture of the Thirty-first Day of *August* One thousand Seven hundred and Fifty, after taking Notice of the Marriage being had between the said *Heneage* Lord *Guernsey*, and the said Lady *Charlotte* *Guernsey*, he the said *Heneage* Lord *Guernsey*, in Pursuance and in Performance of his Covenant in the same Indenture contained, did, with the Privy and Consent of the said Lady *Charlotte*, testified by her signing the same, demise, grant, bargain, and sell, the said undivided Moiety of the Mansion-house, Gardens, and other the Premises, in *Great Lincoln's-Inn-Fields* aforesaid, together with the Eighth Part of the same Fields, in manner therein mentioned, unto the said *Daniel* Earl of *Winchelsea* and *Nottingham*, and *William* *Murray*, their Executors, Administrators, and Assigns, for and during the Term of Ninety-nine Years, if the said *Heneage* Lord *Guernsey*, and Lady *Charlotte*, should so long live, upon and under the said Trusts in the said Settlement declared, and herein before recited, of and concerning the same:

And whereas by Indenture of Seven Parts, bearing Date the Second Day of *July* One thousand Seven hundred and Fifty-one, and made, or mentioned to be made, between the said *John* Marquis of *Granby*, and *Frances* Marchioness of *Granby* his Wife, of the First Part; the said *Heneage* Lord *Guernsey*, and Lady *Charlotte* his Wife, of the Second Part; the said *Charles* Earl of *Egremont*, of the Third Part; the said *Percy Wyndham O'Brien*, of the Fourth Part; the said *George* *Grenville* and *Elizabeth* his Wife, of the Fifth Part; the said *Daniel* Earl of *Winchelsea* and *Nottingham*, and *William* *Murray* and *Samuel* *Wegg*, of *Bloomsbury-Square*, in the County of *Middlesex*, Esquires, and *Samuel* *Vandewall*, of *East-Greenwich*, in the County of *Kent*, Esquire, of the Sixth Part; and *Edmund* *Browne*, of *Lincoln's-Inn*, in the County of *Middlesex*, Esquire, of the Seventh Part; reciting the said Indentures of Lease and Release, dated the said Eleventh and Twelfth Days of *September* One thousand Seven hundred and Forty-seven, and the said Will of the said *Charles* late Duke of *Somerset*, and the said Indenture of the Fifteenth Day of *June* One thousand Seven hundred and Fifty, and the said Indenture of Five Parts, dated the Twentieth Day of *July* One thousand Seven hundred and Fifty, and the said Indenture of Eight Parts, dated the Thirty-first Day of *August* One thousand Seven hundred and Fifty, and the said Deeds-poll, dated the Eighth Day of *October* One thousand Seven hundred and Fifty; and further reciting, That the said *John* Lord Marquis of *Granby*, and Lady *Frances* his Wife, *Heneage* Lord *Guernsey*, and Lady *Charlotte* his Wife, *Charles* Earl of *Egremont*, *Percy Wyndham O'Brien*, *George* *Grenville*, and *Elizabeth* his Wife, had, by and with

with the Consent of the said *Daniel* Earl of *Winchelsea* and *Nottingham*, and *William Murray*, contracted and agreed, to and with the said *Edmund Browne*, for the absolute Sale of the Inheritance and Fee-simple of the said Messuage, Garden, and Premises, together with the Eighth Part of *Great Lincoln's-Inn-Fields*; and all other their Estate and Interest; which, by the said recited Indenture of the Twelfth Day of *September* One thousand Seven hundred and Forty-seven, they were, might or could be, entitled to, for the Price or Sum of Two thousand Four hundred Pounds; but, that it being found necessary, since the time of entering into the said Contract, that an Act of Parliament should be obtained for discharging the said Messuage, Garden, and Premises, of and from all the Uses and Entails limited thereof, by the said Indenture of Settlement, dated the said Twelfth Day of *September* One thousand Seven hundred and Forty-seven, and of and from all other Terms and Estates created thereof, at any time since the Execution of the said Indenture, it had been consented to and agreed, that the said Purchase-money of Two thousand Four hundred Pounds should be deposited in the Hands of the said *Daniel* Earl of *Winchelsea* and *Nottingham*, *William Murray*, *Samuel Wegg*, and *Samuel Vandewall*, to be by them invested in the Purchase of Stock, in the Old *South-Sea* Annuities, there to remain, in their Names, until an Act of Parliament should be obtained, as well for discharging the said Messuage, Garden, and Premises, of and from the said Uses, Estates, and Entails, as for investing the Fee and Inheritance of the said Premises, in the said *Edmund Browne*, and his Heirs, freed and discharged of and from the said Uses and Entails, and of and from all other Incumbrances whatsoever, other than and except such proportional yearly Rates and Duties, as were, should or might be, assessed or charged by virtue of an Act of Parliament, made and passed in the Eighth Year of his present Majesty's Reign, for the Preserving and Beautifying of the Square, or Field, commonly called *Lincoln's-Inn-Fields*; and that the Possession of all and singular the said Premises should be immediately given and delivered up to the said *Edmund Browne*, in pursuance of the said Agreement, the better to enable the said *Edmund Browne* to fit up, alter, and repair, the same, so that it might become tenantable and habitable; it is witnessed by the said Indenture, of the Second Day of *July* One thousand Seven hundred and Fifty-one, That, in pursuance of the said Agreement, and in Consideration of the said Sum of Two thousand Four hundred Pounds, paid by the said *Edmund Browne* unto the said *Daniel* Earl of *Winchelsea* and *Nottingham*, *William Murray*, *Samuel Wegg*, and *Samuel Vandewall*, and by them invested in the Purchase, at the current Price of the Sum of Two thousand Two hundred and Ninety-three Pounds Six Shillings and Six Pence, in the joint capital Stock of *South-Sea* Annuities, commonly called Old *South-Sea* Annuities, in the Names of them the said *Daniel* Earl of *Winchelsea* and *Nottingham*, *William Murray*, *Samuel Wegg*, and *Samuel Vandewall*, they the said *John* Marquis of *Granby*, and Lady *Frances* his Wife, *Heneage* Lord *Guernsey*, and Lady *Charlotte* his Wife, *Charles* Earl of *Egremont*, *Percy Wyndham O'Brien*, and *George Grenville*, and *Elizabeth* his Wife, did covenant and grant, to and with the said *Edmund Browne*, to deliver forthwith, after the Execution of the same Indenture, immediate Possession of of the same Mansion-house, Lands, and Premises, and all other the Hereditaments thereunto belonging, or therewith used, which were more particularly mentioned and described in the said recited Indenture of Release, bearing Date the Twelfth Day of *September* One thousand Seven hundred and Forty-seven, to the said *Edmund Browne*, to the Intent the better to enable him to alter, fit up, and repair, the said Premises at his Will and Pleasure; and the said *John* Marquis of *Granby* did, for himself, and the said Lady *Frances* his Wife, the said *Heneage* Lord *Guernsey* for himself, and the said Lady *Charlotte* his Wife, the said *Charles* Earl of *Egremont*, *Percy Wyndham O'Brien*, for themselves, and the said *George Grenville* for himself, and the said *Elizabeth* his Wife, did thereby covenant and agree, to and with the said *Edmund Browne*, to apply, in the then next Session of Parliament, and endeavour to obtain an Act of Parliament for the Freeing, Exonerating, and Discharging, of the said Mansion-house, Garden, and Premises, and all other the Hereditaments thereunto

thereunto belonging, or therewith used, which were more particularly described in
 the said recited Indenture of Release, bearing Date the Twelfth Day of *September* One
 thousand Seven hundred and Forty-seven, of and from all and every the Estates,
 Uses, Trusts, Terms of Years, Remainders, and Reversions, and all other Charges
 and Incumbrances limited, created, and declared, for or concerning the same, in and
 by the said Indenture of Release of the Twelfth Day of *September* One thousand
 Seven hundred and Forty-seven; and for vesting the Fee-simple and Inheritance of
 the same Mansion house, Hereditaments, and Premises, in the said *Edmund Browne*,
 his Heirs and Assigns, or such other Person or Persons as he or they should no-
 minate or appoint, and to procure all proper Persons to concur in, and give their
 Consent to, the Passing of the said Act, so that a complete Estate in Fee-simple, of
 and in the Premises, should and might become effectually assured to, and vested in,
 the said *Edmund Browne*, and his Heirs, or such other Person or Persons as he or
 they should nominate or appoint; yet so as the same Premises did remain subject unto,
 and chargeable with, the said yearly Assessments and Charges for Preserving and
 Beautifying of *Lincoln's-Inn-Fields*: And it was, by the same Indenture, declared and
 agreed, That the said Sum of Two thousand Two hundred and Ninety-three Pounds
 Six Shillings and Six Pence, in the joint capital Stock of *South-Sea* Annuities, com-
 monly called Old *South-Sea* Annuities, transferred to, and invested in the Names of,
 the said *Daniel Earl of Winchelsea* and *Nottingham*, *William Murray*, *Samuel Wegg*,
 and *Samuel Vandewall*, was so transferred to them, and invested in their Names,
 upon Trust, that so soon as the Act of Parliament, therein covenanted to be applied
 for, and obtained, for the Purposes aforesaid, should pass into a Law, and the Fee-
 simple and Inheritance of the said Mansion-house, Garden, and Premises, therein
 before-mentioned, should be well vested in the said *Edmund Browne*, his Heirs,
 and Assigns, or in such other Person or Persons as he or they should nominate and
 appoint, they the said Trustees, and the Survivors and Survivor of them, and the
 Executors, Administrators, and Assigns, of such Survivor, should pay, apply, and
 dispose of, all and every the Dividends and annual Profits to arise by, or be pro-
 duced from, the said Two thousand Two hundred and Ninety-three Pounds Six
 Shillings and Six Pence *South-Sea* Annuities, unto and for the Benefit of such Person
 and Persons, and upon such Trusts, and for such Intents and Purposes, as the annual
 Rents and Profits of the said Mansion-house, Garden, and Premises, would have
 been applicable unto, or would have gone, if the said Act had not been obtained,
 and the said Indenture, of the Second of *July* One thousand Seven hundred and
 Fifty-one, had not been made; and should pay, assign, and transfer, the said prin-
 cipal Sum of Two thousand Two hundred Ninety-three Pounds Six Shillings and
 Six Pence *South-Sea* Annuities unto such or Person or Persons as in the said Act
 should be nominated or appointed as Trustees for that Purpose, upon Trust, and
 to the Intent and Purpose, that such Trustee or Trustees should lay out the Money,
 to arise, or be produced, by Sale thereof, in manner following; that is to say, in the
 First Place, thereout to pay the Charges and Expences of obtaining and passing the
 intended Act of Parliament; and should apply the Surplus thereof in the Purchase, in
 his or their own Name or Names, of the Fee-simple, and Inheritance in Possession, of
 Lands or Tenements, of a good Title, free from Incumbrances; and should settle
 and assure the said Lands and Tenements, so to be purchased, to, and to the Use of
 such Person and Persons, and for such Estate and Estates, in all respects, and with
 such Remainders over, and upon such Trusts, and for such Intents and Purposes, as
 the said Mansion-house, Garden, and Premises, were and did then stand limited
 unto, immediately before the Sealing and Delivery of the said Indenture of the Se-
 cond of *July* One thousand Seven hundred and Fifty-one; and upon further Trust
 that if no such Act of Parliament, as therein before was agreed to be applied for,
 should pass into a Law within the Space of Eighteen Calendar Months next ensuing
 the Date of the same Indenture, so as that the Fee-simple and Inheritance of the said
 Mansion-house and Premises freed and discharged, as aforesaid, should not be well
 vested in the said *Edmund Browne*, and his Heirs, or in such other Person or Person

he or they should nominate or appoint, they the said *Daniel Earl of Winchelsea* and *Nottingham*, *William Murray*, *Samuel Wegg*, and *Samuel Vandewall*, and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns, of each Survivor, did and should re-transfer, assign, and dispose of, the said principal sum of Two thousand Two hundred and Ninety-three Pounds Six Shillings and Six Pence in the Joint-stock of *South-Sea Annuities*; and did and should pay and dispose of all the Dividends and annual Profits to arise therefrom from the Day of the Date of the same Indenture, unto the said *Edmund Browne*, his Executors, Administrators, and Assigns; and it was thereby further agreed, That it should and might be lawful and for the said *Edmund Browne*, his Heirs and Assigns, from, and immediately after, the Execution thereof, to enter into and upon, and to take Possession of, all and singular the said House, Outhouses, Stables, Buildings, Gardens, Lands, and Premises, therein before more particularly mentioned and described; and that he and they should and might be at full Liberty to fit up, alter, pull down, or rebuild, any Part of the said Premises, or otherwise to alter and improve the same, so that the same might become tenantable; and further do all and every Act or Thing whatsoever, in the same manner, to all Intents and Purposes, as if such Act of Parliament, as therein before agreed to be applied for, was then had and obtained, and the Fee-simple and Inheritance of the said Premises was then thereby absolutely vested in him the said *Edmund Browne*, and his Heirs; yet so as that he and they did and should pay and discharge as well the Land-Tax, as all other the Taxes, Impositions, and Assessments, whether Parochial or otherwise, which should arise or become due, in respect of the said Mansion-house and Premises, from *Lady-day* then last past, but not before that time; and by the said Indenture it was provided, and the said *John Marquis of Granby*, and *Heneage Lord Guernsey*, did thereby covenant, promise, and agree, to and with the said *Edmund Browne*, That in case such Act of Parliament, as therein before was mentioned, should not pass into a Law, so that the Fee-simple and Inheritance of the said Mansion-house and Premises should not be and become actually vested in the said *Edmund Browne*, and his Heirs, or in such other Person or Persons as he or they should nominate or appoint, freed and discharged of and from all Entails, Estates, Terms of Years, and Incumbrances, as therein before are mentioned, within the Space of Eighteen Calendar Months from the Date of the same Indenture; then, and in that Case, they the said *John Marquis of Granby*, *Heneage Lord Guernsey*, *Charles Earl of Egremont*, *Percy Wyndham O'Brien*, and *George Grenville*, some or One of them, or some or One of their respective Heirs, Executors, and Administrators, should and would, upon Demand, well and truly pay, or cause to be paid unto the said *Edmund Browne*, his Executors, Administrators, or Assigns, all and every such Sum or Sums of Money as he, his Heirs or Assigns, should, at any time or times thereafter, pay, lay out, or expend, in, upon, or about, the said House and Premises, so far as should relate to the altering, mending, and putting up, or repairing, the same, or to defraying the Taxes, Charges, and Impositions, which should be payable in respect thereof; and also should and would pay, bear, and sustain, all such Costs, Charges, and Damages, as he or they might be put to, or sustain, by means or reason that a good Title in Fee-simple could not or was not by them made, or procured to be made, to the said *Edmund Browne*, in the said Premises thereby sold, or mentioned or intended to be thereby sold, to the said *Edmund Browne*, according to the true Intent and Meaning thereof, as in and by the said several Indentures, and the said Will and Deeds-poll, relation thereunto respectively being had, may more fully and at large appear:

And whereas the said *Edmund Browne*, in pursuance of the said last in Part recited Indenture, did, immediately after the Execution thereof, enter into and upon, and take Possession of, all and singular the said House, Outhouses, Stables, Buildings, Gardens, Lands, and Premises, therein and herein mentioned; and is now in the Possession thereof:

And

And whereas the said *John* Marquis of *Granby* and *Frances* Marchioness of *Granby* have Issue *John* Manners, commonly called Lord *Roos*, their Son, and Heir apparent, and the Lady *Frances* Manners, their Daughter, and also a Son born on the Twenty-seventh Day of *February* One thousand Seven hundred and Fifty-four, and no other Child; and the said *Heneage* Lord *Guernsey* and Lady *Charlotte* *Guernsey* have Issue *Heneage* *Finch*, their eldest Son, and Heir apparent, and *Charles* *Finch* and *William* *Clement* *Finch*, their Two younger Sons, and no other Child; and the said *Charles* Earl of *Egremont* hath Issue *George* *Wyndham* commonly called Lord *Cockermouth*, and no other Son:

And whereas, as well by reason of the said Uses, Entails, and Trusts, created and limited by the said respective Indentures, Deeds-poll, and Will, herein before mentioned and recited, as of the Infancy of the said Children of the said *Frances* Marchioness of *Granby*, *Charlotte* Lady *Guernsey*, and *Charles* Earl of *Egremont*, respectively, such Sale of the said capital Messuage and Premises, or near *Lincoln's-Inn-Fields*, aforesaid, so contracted and agreed to be sold to the said *Edmund* *Browne*, cannot be effected, nor a good Conveyance made thereof to him, his Heirs or Assigns, without the Aid of an Act of Parliament:

Wherefore Your Majesty's most dutiful and loyal Subjects, the said *John* Marquis of *Granby*, and *Frances* Marchioness of *Granby* his Wife, *Heneage* Lord *Guernsey*, and Lady *Charlotte* *Guernsey* his Wife, *Charles* Earl of *Egremont*, *Perceval* *Wyndham* O'Brien, and *George* *Grenville*, and *Elizabeth* his Wife,

Most humbly beseech Your most Excellent MAJESTY,

That it may be Enacted; And be it Enacted, by the KING's most Excellent MAJESTY, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, that all the aforesaid capital Messuage or Mansion-house, with the Appurtenances, late in the Possession of the said *Peregrine* late Duke of *Ancastr* and *Kesteven*, deceased; and all the Outhouses, Edifices, Buildings, Stables, Coach-houses, Yards, Gardens, Courts, and Hereditaments, thereunto belonging, situated and being in the said Parish of *Saint Giles in the Fields*, in the said County of *Middlesex*, in or near the Place there called *Lincoln's-Inn-Fields*; and all that Piece or Parcel of Ground lying and being in *Great Lincoln's-Inn-Fields* aforesaid, containing an Eighth Part of the same Fields, or thereabouts, be the same more or less, which said capital Messuage or Mansion-house, and Premises, were lately purchased as aforesaid, of and from the said *Peregrine* now Duke of *Ancastr* and *Kesteven*, and others deriving Title under the said *Peregrine* late Duke of *Ancastr* and *Kesteven*, and all and singular Ways, Passages, Lights, Easements, Waste-grounds, Water-courses, Sinks, Sewers, Profits, Commodities, Advantages, and Appurtenances whatsoever, to the said capital Messuage or Mansion-house, and Premises, or any Part thereof, belonging, or in any-wise appertaining, or therewith now, or at any time heretofore, used, occupied or enjoyed, or accepted, reputed, or taken, any Part, Parcel, or Member, thereof; and the Reversion and Reversions, Remainders and Remainders, yearly and other Rents, Revenues, Issues, and Profits, thereof and of every Part and Parcel thereof; shall, from and after the Twenty-fifth Day of *March* in the Year of our Lord One thousand Seven hundred and Fifty-four, be vested and settled in and upon, and the same are hereby vested and settled in and upon, the said *Edmund* *Browne*, his Heirs and Assigns, to the proper Use and Behoof of him the said *Edmund* *Browne*, his Heirs and Assigns forever, freed and exempted, and absolutely discharged and indemnified, of, from and against, all the Estates, Uses, Trusts, Entails, Limitations, Powers, Provisions, Remainders, and Contingencies, and of and from all and every Sum and Sums of Money limited, created, expressed, charged, and declared, of and concerning the

the capital Messuage, or Mansion-house, Hereditaments and Premises, in and by the respective Indentures, Deeds-poll, and Will, herein before-mentioned and recited; subject unto, and chargeable with, such yearly Assessments for preserving and beautifying *Lincoln's-Inn-Fields*, as aforesaid; and also freed and discharged of, from, against, all Titles, Sum or Sums of Money, Annuities, Claims, and Demands, whatsoever, of the said *John Marquis of Granby*, and *Frances Marchioness of Granby* his Wife, and of the said *John Lord Roos*, their Son, and the Heirs Male of his Body, and of the Second and all and every other Son and Sons of the Body of her the said *Frances Marchioness of Granby*, and of the several Heirs Male of her and their respective Bodies, and of all and every the Daughter and Daughters of her the said Marchioness of *Granby*, and of the Heirs of her and their respective Body and Bodies; and of the said *Heneage Lord Guernsey*, and the said Lady *Charlotte Guernsey* his Wife, and of the said *Heneage Finch*, their Son, and the Heirs Male of his Body, and of the Second and all and every other Son and Sons of the Body of her the said Lady *Charlotte Guernsey*, and of the several Heirs Male of his and their respective Bodies, and of all and every the Daughter and Daughters of the said Lady *Charlotte Guernsey*, and of the Heirs of her and their respective Body and Bodies; and of the said *Charles Earl of Egremont*, and of the said *George Lord Cockermouth* his Son, and the Heirs Male of his Body, and of the Second and all and every other Son and Sons of the Body of him the said *Charles Earl of Egremont*, and of the Heirs Male of his and their respective Body and Bodies; and of the said *Percy Wyndham O'Brien*, and of the First, Second, and all and every other, Son and Sons of his Body, and of the respective Heirs Males of her and their Body and Bodies; and of the said *George Grenville*, and *Elizabeth* his Wife, and the Heirs of her the said *Elizabeth Grenville*; and of the said *Charlotte Duchess Dowager of Somerset*, *Elizabeth Grenville*, and *Henry Williams*; and of the said *Daniel Earl of Winchelsea and Nottingham*, and *William Murray*, their Executors, Administrators, and Assigns; and of the said *William Rivet*, *Thomas Arden*, and *George James Guidott*, and their Heirs; and all and every other Person and Persons claiming, or to claim, any Estate, Trust, or Interest, of, in, or unto, the said capital Messuage, or Mansion-house, Hereditaments, and Premises, hereby vested in the said *Edmund Browne*, his Heirs and Assigns, as aforesaid, by virtue of or under the said respective Indentures, Deeds-poll, and Will, herein before-mentioned and recited, or any of them.

And it is hereby further Enacted and Declared, That the said *Daniel Earl of Winchelsea and Nottingham*, *William Murray*, *Samuel Wegg*, and *Samuel Vandell*, and the Survivors or Survivor of them, and the Executors and Administrators of such Survivor, shall and may, and they are hereby authorized and impowered, immediately after the passing this Act, to assign, transfer, and make over, the said two thousand Two hundred and Ninety-three Pounds Six Shillings and Six Pence, and *South-Sea Annuity-Stock*, pursuant to, and according to the Tenure, Intention, and true Meaning, of, the said Articles, unto *Henry Reginald Courtenay*, of *Audley-street*, in the Parish of *Saint George, Hanover-Square*, Esquire, and *John Calcraft*, of the Parish of *Saint James, Westminster*, Esquire, their Executors, Administrators, and Assigns; and that they the said *Henry Reginald Courtenay* and *John Calcraft*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, shall stand and be possessed of, and interested in, the said *South-Sea Annuity-Stock*, and all the Interest, Dividends, and yearly Proceed, arising, and to be produced, from the same, upon the Trusts, and for the Purposes, herein after-mentioned; that is to say, Upon Trust, that they the said *Henry Reginald Courtenay* and *John Calcraft*, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, do and shall, by Sale or Disposition of so much and such Part thereof as shall be necessary and requisite for that Purpose, raise and levy such Sum and Sums of Money as will be sufficient to pay and defray the Charges and Expences incident to,

to, and attending, the obtaining and passing this present Act; and do and shall pay and apply the Money, so to be raised, for the paying and defraying the said Charges and Expences, accordingly; and do and shall lay out and invest the Residue of the said *South-Sea* Annuity-Stock, which shall remain, and not be sold, and disposed of for the Purpose aforesaid, in One or more Purchase or Purchases of Messuages, Lands, Tenements, or Hereditaments, in Fee-simple, in Possession, in that Part of *Great Britain* called *England*; and shall and do settle, convey, and assign the said Messuages, Lands, Tenements, and Hereditaments, so to be purchased, for, and upon, such Uses, Trusts, Intents and Purposes, and subject to such Powers, Provisoos, and Payments, as the said capital Messuage, or Mansion-house Hereditaments, and Premises, hereby vested in him the said *Edmund Browne*, his Heirs and Assigns, as aforesaid, now are and do stand limited and subject unto by virtue of the said respective Indentures, Deeds-poll, and Will, herein before mentioned and recited, or such of them as shall be then in being, or capable of taking Effect.

And it is hereby Enacted and Declared, That, until such Purchase or Purchases can be had, they the said *Henry Reginald Courtenay* and *John Calcraft*, or the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, do and shall either continue the said Residue of the said Annuity-Stock on the present Security, or sell, transfer, and dispose thereof, at the current Price, and lay out, and invest, the Money to arise by such Sale, Transfer, or Disposition in or upon Government or real Securities, and, from time to time, pay and apply the Interest or Dividends thereof in such manner as the Rents and Profits of the Messuages, Lands, Tenements, or Hereditaments, so to be purchased, would go, and ought to be applied, in case such Messuages, Lands, Tenements, or Hereditaments, were actually purchased.

And it is hereby further Declared and Enacted, by the Authority aforesaid, That the said *Edmund Browne*, his Heirs and Assigns, shall and may upon Transfer of the said Two thousand Two hundred and Ninety-three Pounds Six Shillings and Six Pence, Old *South-Sea* Annuities, unto them the said *Henry Reginald Courtenay* and *John Calcraft*, or the Survivor of them, or the Heirs or Assigns of the Survivor of them, and paying to them the said Dividends thereof, as aforesaid, have, hold, and enjoy, the said capital Messuage, Mansion-house, Hereditaments, and Premises, so vested in him the said *Edmund Browne*, his Heirs and Assigns, as aforesaid, together with the Rights, Members, and Appurtenances thereof, freed and discharged of, from, and against all Estates, Uses, Trusts, Entails, Limitations, Powers, Provisoos, Remainders, and Contingencies, and of and from all and every Sum and Sums of Money, Annuity or Annuities, limited, created, or charged upon, and declared, and concerning the same capital Messuage, or Mansion-house, Hereditaments, and Premises, so vested in him the said *Edmund Browne*, his Heirs and Assigns, as aforesaid, in and by the said respective Indentures, Deeds-poll, and Will, herein before-mentioned or recited, or any of them, or any other Conveyance whatsoever, and freed and discharged of, from, and against, all Titles, Charges, Sum or Sums of Money; Annuity or Annuities, Claims, and Demands, whatsoever, of the said *John Marquis of Granby*, and *Frances Marchioness of Granby* his Wife, and of the said *John Lord Roos* their Son, and the Heirs Male of his Body, and of the said *Frances Marchioness of Granby*, and of the several Heirs Male of his and their respective Bodies, and of the said Lady *Frances Manners*, and of all and every the Daughters and Daughters of her the said Marchioness of *Granby*, and of the Heirs of her and their respective Body and Bodies; and of the said *Heneage Lord Guernsey*, and of the said Lady *Charlotte Guernsey* his Wife; and of the said *Heneage Finch*, Charles Finch

and *William Clement Finch*, their Sons, and the Heirs Male of their Bodies, of all and every other Son and Sons of the Body of her the said Lady *Charlotte Guernsey*, and of the several Heirs Male of his and their respective Bodies, and of every the Daughter and Daughters of her the said Lady *Charlotte Guernsey*, and of the Heirs of her and their respective Body and Bodies; and of the said *Charles Earl of Egremont*, and of the said *George Lord Cockermouth* his Son, and the Heirs Male of his Body, and of the Second and all and every other Son and Sons of the Body of him the said *Charles Earl of Egremont*, and of the Heirs Male of his and their respective Body and Bodies; and of the said *Percy Wyndham O'Brien*, and of the First, Second, and all and every other, Son and Sons of his Body, and of the respective Heirs Male of his and their Body and Bodies; and of the said *George Grenville*, and *Elizabeth* his Wife, and the Heirs of her the said *Elizabeth Grenville*; and of the said *Charlotte Duchess Dowager of Somerset*, *Elizabeth Grenville*, and *Henry Williams*; and of the said *Daniel Earl of Winchelsea and Nottingham*, and *William Murray*, their Executors, Administrators, and Assigns; and of the said *William Rivet*, *Thomas Elder*, and *George James Guidott*, and their Heirs; and all every other Person and Persons claiming, or to claim, any Estate, Trust, or Interest, of, in, or unto, the said capital Messuage, or Mansion-house, Hereditaments, and Premises, hereby vested in the said *Edmund Browne*, his Heirs and Assigns, as aforesaid, by virtue of or under the said respective Indentures, Deeds, and Will, herein before-mentioned and recited, or any of them, or other conveyances whatsoever; and that the Receipt or Receipts of the said *Henry Reginald Courtenay* and *John Calcraft*, or the Survivor of them, or the Heirs or Assigns of the Survivor of them, for the said Two thousand Two hundred and twenty-three Pounds Six Shillings and Six Pence, Old *South-Sea* Annuities, and for the Dividends thereof, as aforesaid, shall, from time to time, be a sufficient Discharge to the said *Daniel Earl of Winchelsea and Nottingham*, *William Murray*, *Samuel Wegg*, and *Samuel Vandewall*, their Executors, Administrators, and Assigns, the same; and that they, or the said *Edmund Browne*, his Heirs or Assigns, or any of them, shall not be answerable or accountable for any Misapplication or Non-application of the said Old *South-Sea* Annuities, and Dividends, to be so paid and transferred by them, as aforesaid; and that the said *Henry Reginald Courtenay* and *John Calcraft*, their Heirs, Executors, or Administrators, shall not be answerable or accountable for the Receipts, Acts, or Defaults, of the other of them, his Heirs, Executors, or Administrators, in the Premises.

Saving to the K I N G's most Excellent MAJESTY, his Heirs and Successors, and to all and every other Person and Persons, Bodies Politick and Corporate, their respective Heirs, Successors, Executors, and Administrators (Other than and except the said *John Marquis of Granby*, and *Frances Marchioness of Granby* his Wife, and the said Lord *John Roos* their Son, and the Heirs Male of his Body, and the Second and all and every other Son and Sons of the Body of her the said *Frances Marchioness of Granby*, and the several Heirs Male of his and their respective Bodies, and the said Lady *Frances Manners*, and all and every the Daughter and Daughters of the said Marchioness of *Granby*, and the Heirs of her and their respective Body and Bodies; and the said *Heneage Lord Guernsey*, and the said Lady *Charlotte Guernsey* his Wife, and the said *Heneage Finch*, *Charles Finch*, and *William Finch*, their Sons, and the Heirs Male of their Bodies, and all and every Son and Sons of the Body of her the said Lady *Charlotte Guernsey*, and the several Heirs Male of his and their respective Bodies, and all and every the Daughter and Daughters of her the said Lady *Charlotte Guernsey*, and the Heirs of her and their respective Body and Bodies; and the said *Charles Earl of Egremont*, and the said *George Lord Cockermouth* his Son, and the Heirs Male of his Body, and the Second, and all and every other Son, and Sons of the Body of him the said *Charles Earl of Egremont*, and the Heirs Male of his and their respective Body and Bodies; and the

the said *Percy Wyndham O'Brien*, and the First, Second, and all and every other Son and Sons of his Body, and the respective Heirs Male of his and their Body and Bodies; and the said *George Grenville*, and *Elizabeth* his Wife, and the Heirs her the said *Elizabeth Grenville*; and the said *Charlotte Duches Dawager Somerset*, *Elizabeth Grenville*, and *Henry Williams*; and the said *Daniel Earl Winchelsea* and *Nottingham*, and *William Murray*, their Executors, Administrators and Assigns; and the said *William Rivet*, *Thomas Elder*, and *George J. Guidott*, and their Heirs; and all and every other Person and Persons claiming, to claim, any Estate, Trust, or Interest, of, in, or unto, the said capital Messuage or Mansion-house, Hereditaments, and Premises, hereby vested in the said *Edmund Browne*, his Heirs and Assigns, as aforesaid, by virtue of, or under, the respective Indentures, Deeds-poll, and Will, herein before-mentioned and recited or any of them), All and every such Estates, Rights, Titles, Claims, and Demands, whatsoever, of, in, to, and out of, the said capital Messuage, or Mansion-house, Hereditaments, and Premises, hereby vested in the said *Edmund Browne* his Heirs and Assigns, for the Purposes herein mentioned, as they, or any of them had before the passing this Act, or should or might have had and enjoyed, in case this Act had never been made.

the said *Percy Wyndham O'Brien*, and the First, Second, and all and every other Son and Sons of his Body, and the respective Heirs Male of his and their Body and Bodies; and the said *George Grenville*, and *Elizabeth* his Wife, and the Heirs her the said *Elizabeth Grenville*; and the said *Charlotte Duches Dawager Somerset*, *Elizabeth Grenville*, and *Henry Williams*; and the said *Daniel Earl Winchelsea* and *Nottingham*, and *William Murray*, their Executors, Administrators and Assigns; and the said *William Rivet*, *Thomas Elder*, and *George J. Guidott*, and their Heirs; and all and every other Person and Persons claiming, to claim, any Estate, Trust, or Interest, of, in, or unto, the said capital Messuage or Mansion-house, Hereditaments, and Premises, hereby vested in the said *Edmund Browne*, his Heirs and Assigns, as aforesaid, by virtue of, or under, the respective Indentures, Deeds-poll, and Will, herein before-mentioned and recited or any of them), All and every such Estates, Rights, Titles, Claims, and Demands, whatsoever, of, in, to, and out of, the said capital Messuage, or Mansion-house, Hereditaments, and Premises, hereby vested in the said *Edmund Browne* his Heirs and Assigns, for the Purposes herein mentioned, as they, or any of them had before the passing this Act, or should or might have had and enjoyed, in case this Act had never been made.

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Edmund Browne

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